

STATE OF MARYLAND  
NOTICE TO VENDORS/CONTRACTORS

To help us improve the quality of State solicitations, and make our procurement process more responsive and “business friendly”, we ask that you take a few minutes to complete this form. Please return your comments via fax or email to the Issuing Office (Section 1.2) with your bid, proposal or “no bid”, as the case may be. Thank you for your assistance.

Bid/Proposal Number CSEA/DNA/09-001-S entitled State Genetic Paternity Testing.

I. If you are not bidding, please indicate why:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the Contract is not in our business line.
- ☐ We lack experience in the work / commodities required.
- ☐ The scope of work is beyond our current capacity.
- ☐ We cannot be competitive. (Please explain below.)
- ☐ The specifications are either unclear or too restrictive. (Please explain below.)
- ☐ Bid / proposal requirements, other than the specifications, are unreasonable or too risky. (Please explain below.)
- ☐ Time for completion is insufficient.
- ☐ Bonding/Insurance requirements are prohibitive. (Please explain below.)
- ☐ Doing business with Government is simply too complicated.
- ☐ Prior experience with State of Maryland Contracts was unprofitable or otherwise unsatisfactory. (Please explain in Remarks section.
- ☐ Other: \_\_\_\_\_

II. Please explain your response further, offer suggestions, or express concerns. (Use the back for additional information.)

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTIONAL

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Contact : \_\_\_\_\_ Phone: \_\_\_\_\_  
Address or email: \_\_\_\_\_

**THANK YOU!!!**

ADPICS NUMBER N00R9202067

STATE OF MARYLAND

STATE OF MARYLAND  
DEPARTMENT OF HUMAN RESOURCES  
CHILD SUPPORT ENFORCEMENT ADMINISTRATION  
311 W. SARATOGA STREET  
BALTIMORE, MD 21201

REQUEST FOR PROPOSALS (RFP)

FOR

STATE GENETIC PATERNITY TESTING

DHR AGENCY CONTROL NUMBER: CSEA/DNA/09-001-S

**IMPORTANT NOTICE:** *Prospective Offerors who have received this document electronically via eMaryland Marketplace or the DHR Web Page should immediately contact the Issuing Office and provide their name, mailing address, and e-mail address in order that communications regarding this RFP can be sent to them. Any prospective Offeror who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.*

*In order to receive a Contract award, a vendor must be registered on eMaryland Marketplace (eMM). The eMM website is [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com).*

**The State of Maryland encourages Minority Business Enterprises to participate in this procurement process.**

Issued: July 30, 2009

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## **SECTION I. OBJECTIVE OF REQUEST FOR PROPOSALS**

### **1.1 Summary Statement**

The Department of Human Resources/Child Support Enforcements Administration (DHR/CSEA) intends to acquire contractual services of a genetic testing laboratory for establishing genetic paternity in contested child support cases in fifteen (15) jurisdictions of Maryland. These jurisdictions are Allegany, Anne Arundel, Baltimore, Caroline, Cecil, Dorchester, Garrett, Howard, Kent, Montgomery, Prince George's, Washington, Wicomico and Worcester Counties and Baltimore City. The contract will be awarded for a three (3) year period with two 1-year option periods. It is anticipated that a single contract will be awarded as a result of this solicitation.

### **1.2 Issuing Office**

The sole point of contact in the State for purposes of this RFP is the issuing office presented below:

Michaeline D. Lehmuth, Procurement Officer  
Department of Human Resources  
Procurement Division  
311 W. Saratoga Street - Room 946  
Baltimore, MD 21201-3500  
Phone: (410) 767-7544  
Fax: (410) 333-0258  
Email: [mlehmuth@dhr.state.md.us](mailto:mlehmuth@dhr.state.md.us)

### **1.3 Pre-Proposal Conference**

A Pre-Proposal Conference will be held on August 14, 2009, beginning at 10:00 AM at Maryland Department of Human Resources Central Office, 311 W. Saratoga Street, Room 104, Baltimore, Maryland 21201.

Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their Proposals. In addition, attendance may facilitate the Offeror's understanding and ability to meet the State's Minority Business Enterprise (MBE) goals.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by 3:00 PM, August 7, 2009, all potential Offerors planning to attend call Michaeline D. Lehmuth at (410) 767-7544, with such notice. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, DHR will make reasonable efforts to provide such special accommodation.

The Conference will be transcribed. A copy of the transcript of the Pre-Proposal Conference will be made available to potential Offerors at a nominal charge directly from the transcription company. The identity of the company and details of how to obtain a transcript copy will be provided at the Conference and to those prospective Offerors known to have received a copy of this RFP. In addition, as promptly as is feasible subsequent to the Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.

#### **1.4 Questions and Inquiries**

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the Pre-Proposal Conference. As practical and appropriate, the answers to these pre-submitted questions will be provided at the Pre-Proposal Conference. Additionally questions, both written and oral, will be accepted from the prospective Offerors attending the Pre-Proposal Conference and will be answered at this conference or in a subsequent transmittal. (No substantive question will be answered prior to the Pre-Proposal Conference.) Questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer (see RFP Sec 1.2). Answers to all substantive questions that have not previously been answered, will be distributed to all vendors who are known to have received the RFP.

Should a potential Offeror identify alleged ambiguities in the specifications or Contract provisions included in the RFP, or should there be doubt as to the meaning or intent of any section or subsection herein, the potential Offeror (see RFP Sec 1.2) must request clarification from the Procurement Officer prior to the Proposal due date.

#### **1.5 Closing Date**

An original, to be so identified, and seven (7) copies of the Technical Proposal and Financial Proposal (See Section IV) must arrive to the Procurement Officer by 2:00 P.M, August 28, 2009, in order to be considered. Offerors mailing Proposals should allow sufficient mail delivery time to insure timely receipt by the Procurement Officer. Proposals or unsolicited amendments to Proposals arriving after the closing time and date will not be considered.

Proposals may not be submitted by email or facsimile.

#### **1.6 Duration of Proposal Offer**

The content of this RFP and the Proposal of the successful Offeror or Offerors will be included by reference in any resulting Contract. All prices, costs, terms and conditions in the Proposal shall remain fixed and valid for 120 days after the closing date for receipt of Proposals or the date Best and Final Offers, if any, are submitted. This period may be extended by written mutual agreement between the Offeror and

the requesting State organization.

### **1.7 Contract Type**

The Contract Type shall be an Indefinite Quantity Contract, with Fixed Unit Prices in accordance with COMAR 21.06.03.06.

### **1.8 State Project Manager**

The State Project Manager and the sole point of contact for the Contractor in regards to the Contract resulting from this RFP is:

Deborah Chandler Jackson  
Department of Human Resources  
Child Support Enforcement Administration  
Contract Services Division  
311 W. Saratoga Street, 3<sup>rd</sup> Floor  
Baltimore, Maryland 21201-3500  
410-767-8841  
[dchandle@dhr.state.md.us](mailto:dchandle@dhr.state.md.us)

### **1.9 Glossary**

Establishment Unit	- The operational division within the child support office that establishes paternity and support for child support cases.
Legal Unit	- The operational division within the child support office that provides the State legal representation in child support matters.
Indefinite Quantity to Fixed-Price Contract unit	- A contract for an indefinite quantity amount of goods or labor be furnished at specific times, or as ordered, that establishes prices of a fixed-price type.
AABB	- AABB (formerly known as the American Association of Blood Banks) is an international association representing individuals and institutions involved in activities related to transfusion and cellular therapies, including transplantation medicine. AABB member facilities are responsible for collecting virtually all of the nation's blood supply and transfusing more than 80 percent of all blood and blood components used in the United States.
Key Personnel	- The staff identified in the Offeror's Proposal that are considered to be essential to the work being performed under this RFP.



## **SECTION II. GENERAL INFORMATION**

### **2.1 Purpose**

The overall purpose of this RFP is to provide information to Offerors interested in preparing and submitting Proposals to meet the requirements for contractual services described herein.

### **2.2 Revisions to the RFP**

If it becomes necessary to revise this RFP, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Acknowledgment of the receipt of all amendments will be required from all Offerors receiving the RFP in the Transmittal Letter accompanying the Proposal. Failure to acknowledge receipt does not relieve the Offeror from complying with all terms of any such amendment.

### **2.3 Cancellation of the RFP**

The State may cancel this RFP, in whole or in part, whenever this action is determined to be fiscally advantageous to the State or otherwise in the State's best interest. If the RFP is canceled, a notice of cancellation will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP.

### **2.4 Acceptance of Proposal and Terms and Conditions**

The State reserves the right to accept or reject any and all Proposals, in whole or in part, received in response to this RFP, or to waive or permit cure of minor irregularities to serve the best interests of the State of Maryland.

By submitting a Proposal in response to this RFP, an Offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted and explained in its Proposal as an attachment to the transmittal letter as required in Section 4.1. A Proposal that takes exception to these terms may be rejected.

### **2.5 Additional Information**

Offerors who submit Proposals may be required to provide additional information orally or in writing or to submit to a site inspection by State representatives in order to clarify or document their Proposals.

## **2.6 Incurred Expenses**

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal in response to this RFP, including making an oral presentation, holding discussions, making a presentation or conducting an on-site inspection. Any expenses incurred by State personnel or representatives for on-site inspections will be borne by DHR.

## **2.7 Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's Proposal for meeting the requirements of this RFP.

## **2.8 Alternate Proposals**

An Offeror shall not submit an alternate Proposal in response to this RFP.

If Alternate Proposals are not permitted and there is any item, including any standard clause language with which the Offeror cannot or will not comply, such exception must be clearly noted and explained, including the degree to which the Offeror may consider some degree of compliance. Offerors are warned, however, that any such exceptions may be unacceptable to the Department and may cause an Offeror to be deemed not responsible or not qualified to be awarded a Contract.

## **2.9 Multiple Proposals**

An Offeror shall not submit more than one Proposal in response to this RFP.

## **2.10 State Supplied Services and Facilities**

Each jurisdiction served under this contract (**Attachment J**) will provide on-site space dedicated to specimen collection during normal working hours.

## **2.11 Working Hours and Location**

Each jurisdiction served under this contract has normal office hours from 8:00 a.m. to 5:00 p.m., Monday through Friday. Collection of specimens, though scheduled in advance between the CSEA Local Liaison and the Contractor, will occur during normal working hours, except on State holidays (**Attachment I**) and any other day State offices are closed.

## **2.12 Contract Term**

The Contract awarded as a result of this solicitation shall be for a period of five (5) years. It shall begin on or about February 7, 2010, and end February 6, 2015; however, if the term does not start on February 7, 2010, the contract will last for five (5) years from the start date.

## **2.13 Multi-Year Contract**

The solicitation shall state:

- A. The required services for the entire Contract period;
- B. A unit price shall be given for the service, which shall be the same throughout the Contract;
- C. The multi-year Contract shall be canceled automatically if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first;
- D. The State's Project Manager shall notify the Contractor on a timely basis if the funds are not available for the continuation of the Contract for each succeeding fiscal period;
- E. The Contractor's Financial Proposal shall contain prices for the entire Contract period. Price shall be summarized by year (i.e. Year 1 budget, Year 2 budget, etc.), based on the estimated number of tests to be performed provided on the Financial Proposal (**Attachment A**).

## **2.14 Option**

The Contract will contain an option to renew, upon the same base period Contract terms and conditions, for an additional two 1-year options. Exercise of the renewal option will be solely at the discretion of the State. The price for the option period(s) shall be provided in the Pricing Proposal included as **Attachment A**.

## **2.15 Bid/Proposal Affidavit**

The Bid/Proposal Affidavit, **Attachment B**, must be completed by all Offerors responding to this RFP and submitted with their Technical Proposal. This Affidavit includes commercial nondiscrimination, anti-bribery, non-collusion, debarment, and financial disclosure and political contribution disclosure affirmations.

## **2.16 Corporate Registration**

All corporations doing business in Maryland are required by law to be registered with the State of Maryland, Department of Assessments and Taxation, Comptroller's Office as well as with the Department of Labor, Licensing and Regulation and must have a resident agent. The resident agent must be either an individual (not the corporation itself) with an address within the boundaries of Maryland or a corporation which represents other corporations as a resident agent.

Any potential Offeror who is not sure of resident/foreign corporate status is advised to contact the Maryland Department of Assessments and Taxation, at 410-767-1340. It is strongly recommended that any potential Offeror be completely registered prior to the due date for receipt of Proposals. Failure to do so may result in a Proposal being deemed unacceptable.

## **2.17 Contract Affidavit**

The Contract Affidavit (**Attachment C**) must be completed and submitted by the selected Offeror when notified of recommendation of award. This affidavit includes the certification of corporation registration and tax payment and a reaffirmation of the Bid/Proposal Affidavit.

## **2.18 Public Information Act Notice**

Offerors should give specific attention to the identification of those portions of their Proposals that they deem to be confidential, proprietary information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information must be divulged to the party. A blanket statement declaring the entire Proposal confidential is not acceptable.

## **2.19 Contractor's Responsibilities**

The State will enter into an contractual agreement with the selected Offeror. The selected Offeror shall be responsible for all services as required by this RFP. The Contractor is prohibited subcontracting any services under any contractual agreement resulting from this solicitation.

## **2.20 Document Ownership**

In the event of Contract award, all data and documentation produced as part of the Contract will become the exclusive property of the Department of Human Resources, State of Maryland and may not be removed by an employee of the Contractor or

subcontractor(s) or used, sold, reproduced or duplicated in any way for any purpose by the Contractor or subcontractor(s) without the written permission of the Department. Technical Proposals received from Offerors in response to this RFP and the corresponding Financial Proposals from qualified Offerors will become the property of the Department of Human Resources, State of Maryland, and will not be returned to the Offeror.

## **2.21 General Contractual Conditions**

Any Contract resulting from this RFP shall be governed by the laws of the State of Maryland and shall include at a minimum all the terms and conditions set forth in the Services Contract (**Attachment D**) and Contract Affidavit (**Attachment C**).

Prior to Award, both the Contract and the Affidavit must be completed along with witnessed signatures and dates and submitted by the recommended Contractor. The Offeror must enter its legal name in the appropriate spaces on the first page of the Contract and the Federal Tax Identification Number or Social Security Number and the dollar amount of the Proposal.

## **2.22 Payment Terms/Billing**

The successful vendor may bill the Department on the Contractor's normal billing cycle, but not more frequently than monthly. Payment for each test requested by the local Child Support Enforcement (CSE) offices that are actually performed, for any and all parties involved in the case, will be made after certification by each jurisdiction's Genetic Testing Liaison that the invoiced amount is consistent with the number of tests performed. In addition to sending individual invoices to each jurisdiction receiving services, the Contractor shall also provide a summary report that details all activity for the month, to the CSEA State Project Manager. Invoices must be addressed to:

CSEA State Project Manager  
Department of Human Resources  
Child Support Enforcement Administration  
311 W. Saratoga Street, 3<sup>rd</sup> floor  
Baltimore, MD 21201-3500

All invoices must (at a minimum) be signed and dated in addition to including the Contractor's mailing address, the Contractor's Social Security number or Federal Tax ID number, the State's assigned contract control number, the goods/services provided, the time period covered by the invoice, and the amount of requested payment.

Partial payment, determined by CSEA on a case-by case basis, may be made for test performed on those cases where the genetic testing Contractor has received specimens but is awaiting case completion because all specimens have not yet been

collected. Determination of partial payment will be made by the respective Local CSE Agency and will be based on the number of actual tests performed for that specific case.

Funding for any Contract resulting from this RFP is dependent upon appropriations from the Maryland General Assembly.

The Department reserves the right to reduce or withhold contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the contract.

## **2.23 e-Maryland Marketplace (eMM) Registration**

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DHR website ([www.dhr.state.md.us](http://www.dhr.state.md.us)) for transmitting the RFP and associated materials, the summary of the Pre-Proposal Conference, Offeror's questions and the Procurement Officer's responses, and addenda will be provided via eMM.

**In order to receive a Contract award, a vendor must be registered on eMaryland Marketplace.** Registration is free. To register, go to <https://ebidmarketplace.com/>. Click on "Registration" to begin the process and follow the prompts. As a registered vendor to eMaryland Marketplace, you will be privileged to many benefits including:

- *Online Goods and Services Profile:*

You can create and maintain your company's goods and services profile with the State. Your online profile will allow you to receive solicitations issued by the State that are in your area of interest.

- *Instant Notification of Opportunities:*

Registered vendors will receive instant, automatic notification via e-mail when a procurement opportunity is issued by State and local government buying organizations in your area of interest.

- *Solicitations Online:*

You can review and respond to State and in some cases local government issued solicitations via the Internet without leaving your desk.

**Note: eMaryland Marketplace registration is active for one year and must be active at the time of Contract award. eMaryland Marketplace registration should be maintained thereafter in order to receive notice of future bid opportunities.**

#### **2.24 Electronic Funds Transfer (EFT)**

Electronic funds transfer will be used by the State to pay Contractor(s) for this Contract and any other State payments due Contractor(s) unless the State Comptroller's Office grants Contractor(s) an exemption. The selected Offeror shall register using the form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (**Attachment E**) upon notification of selection for award. If your organization has previously registered for EFT with the Comptroller's Office, unless there has been a change, there is no need to re-register. If previously registered, indicate that information on the COT/GAD X-10 form and return the form to the Procurement Officer upon notification of selection for award. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

#### **2.25 Contract Award**

Award of a Contract generally will be made within 120 days after the closing date for submission of Proposals or the date Best and Final Offers, if any, are submitted, and will be subject to appropriate Federal and State approvals. The Contract shall be awarded to the qualified Offeror whose Proposal is determined to be most advantageous to the State based on the results of the technical and financial evaluations.

Funding for any Contract(s) resulting from this RFP is dependent upon appropriations from the Maryland General Assembly.

#### **2.26 Procurement by Competitive Sealed Proposals**

This procurement is being conducted in accordance with COMAR Title 21.05.03, §1.1 and Procurement by Competitive Sealed Proposals.

#### **2.27 Compliance with Law**

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all Federal, State, and local laws and regulations applicable to its activities and obligations under the Contract. By submitting a Proposal in response to the RFP, the Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and if selected for award, that it shall not become so in arrears during the term of the Contract.

## **2.28 Protests**

An Offeror may protest the proposed award or the award of a Contract for this procurement. Any protest must be filed in accordance with Title 15, Subtitle 2 of the State Finance and Procurement Article, Annotated Code of Maryland, and COMAR 21 (State Procurement Regulations), Subtitle 10, Administrative, and Civil Remedies.

## **2.29 Minority Business Enterprises**

Minority Business Enterprises are encouraged to respond to this solicitation.

## **2.30 Minority Business Enterprise Participation Goal(s) and Sub-Goal(s)**

A zero percent (0%) subcontracting goal has been established for this procurement.

## **2.31 Insurance Requirements**

The following type(s) of insurance and minimum amount(s) of coverage are required:

Workers' Compensation -- The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, U.S. Longshoremen's and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, as well as any other applicable statute.

[Automobile Insurance](#) - The Contractor shall maintain such insurance as necessary and/or as required by the State of Maryland for Automobile Insurance and provide evidence of coverage with a minimum coverage level of \$1,000,000 for each occurrence.

[Commercial General Liability](#) --The Contractor shall provide evidence of Commercial General Liability insurance coverage with minimum coverage levels of \$1,000,000 for each occurrence.

The State of Maryland will be named as an Additional Named Insured on all liability policies (except Workers' Compensation) and certificates of insurance evidencing this coverage must be provided prior to the commencement of any activities. Upon execution of a contract with the State, current certificates of insurance will be provided to the State and thereafter from time to time, as directed by the State.

The State shall receive written notification of non-renewal from the issuer of the insurance policies at least sixty days before the expiration of said policies. In the event the State receives notice of non-renewal, the Contractor must provide the State with an insurance policy from another carrier at least thirty days prior to the expiration of the non-renewed insurance policy.



### **2.32 Certification Regarding Lobbying**

Section 319 of Public Law 101-121 prohibits the use of Federal funds for lobbying Federal officials, including members of Congress, in conjunction with a specific Contract, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement. The law also requires the disclosure of lobbying efforts using other than Federal funds. Each Proposal must include a completed Certification Regarding Lobbying (**Attachment F**).

### **2.33 Oral Presentations**

Offerors who submit a Proposal in response to this RFP may be required to make an oral presentation of the Proposal to the Evaluation Committee, possibly on short notice. All representations made by an Offeror during an oral presentation must be reduced to writing. All such written representations will become part of the Offeror's Proposal and are binding if the Contract is awarded. The time and location for this oral presentation will be scheduled by the Procurement Officer. The oral presentation will assist the Evaluation Committee with its ranking of the Technical Proposal.

### **2.34 Living Wage Requirements**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see **Attachment G – Maryland Living Wage Requirements for Service Contracts**). **If the Offeror fails to submit and complete the required Living Wage documentation, the State may determine an Offeror to be not responsible.**

Effective September 15, 2008, Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.72 per hour, if State Contract services valued at 50% or more of the total value of the Contract are performed in the Tier 1 Area. If State Contract services valued at 50% or more of the total Contract value is performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$8.81 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The Contract resulting from this solicitation has been determined to be a **Tier 1** Contract.

### **2.35 Hiring Agreement**

By submitting a bid or Proposal in response to this solicitation, the Offeror agrees to execute and comply with the enclosed Maryland Department of Human Resources (DHR) Hiring Agreement (**Attachment H**). The Hiring Agreement is to be executed by the Offeror and delivered to the Procurement Officer within ten (10) business days following the receipt of notice by the Offeror that it is being recommended for Contract award. The Hiring Agreement will become effective concurrently with the award of the Contract.

### **2.36 Confidentiality**

Except in accordance with a court order, neither Party shall use or disclose any information concerning a recipient of the services provided under this agreement for any purposes not directly connected with the administration of such services, except upon written consent of the Party providing the information and the recipient or his or her responsible parent, guardian, or legal representative or as required in §10-611 et. Seq., State Government Article and Article 88A, Sections 6 and 6A, Maryland Annotated Code and COMAR 07.01.07

Nothing in this Contract shall prevent the Parties from using and disclosing statistical data derived from information concerning a recipient of the services provided under this Contract so long as that statistical data does not identify any recipient of such services.

### **2.37 False Statements**

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- (a) In connection with a procurement Contract a person may not willfully;
  - (1) falsify, conceal, or suppress a material fact by any scheme or device;
  - (2) make a false or fraudulent statement or representation of a material fact;
  - or
  - (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

## SECTION III. SPECIFICATIONS

### 3.1 **Background**

The Child Support Program is established under Title IV-D of the Social Security Act [42 U.S.C. 601] **(the “Act”)**. Under this Act, States are required to deliver child support services to customers of Temporary Cash Assistance (TCA), Foster Care (FC), Non-Public Assistance Medical Assistance (NPA-MA) and individuals who make an application for child support services and pay the required application fee.

The Department of Human Resources (DHR)/Child Support Enforcement Administration (CSEA) is the organization responsible for the delivery of child support services to the citizens in Maryland’s twenty-four (24) subdivisions. These services include parent location, establishment of paternity, establishment, and enforcement of child and medical support obligations, review and adjustment of support obligations, collection, and disbursement of child support payments.

State and Federal child support enforcement regulations require genetic tests to confirm or refute paternity in contested support cases. Laboratories conducting the tests must be certified by AABB (formerly known as the [American Association of Blood Banks](#)) to perform these tests.

CSEA has provided state genetic testing services under contract with private vendors since 1999. CSEA intends to award a Contract to one Offeror to provide State genetic testing services.

### 3.2 **Scope of the Project**

CSEA does not have the ability or resources to perform genetic tests to establish paternity in contested child support cases and is seeking a genetic testing laboratory to provide this service. The term of the Contract shall be five (5) years.

Each jurisdiction covered by this Contract schedules genetic testing that meets the operational needs of the particular local department and the judiciary of the jurisdiction. Upon award, the successful Offeror will meet with each jurisdiction to determine their specimen collection and testing schedule. **Attachment J** includes a list of the names and telephone numbers of the persons serving as liaisons between the jurisdiction’s paternity Establishment or Legal Units and the Contract. The results of the tests will be provided to the Establishment or Legal Unit of the jurisdiction in a format acceptable by the court. In contested cases in which the laboratories own tests are involved, the successful Contractor shall provide expert witnesses to appear in court. CSEA estimates that approximately 2,300 cases will require genetic testing during the first year of the Contract period with an average of three (3) persons per case or 6,900 persons to be tested. See **Attachment K** for

actual number of tests performed for each jurisdiction during fiscal years 2005-2009 (Please note FY 2009 totals are accurate through May 2009 with one month remaining in the reporting period). The resulting Contract will be an indefinite quantity fixed price contract. There is no guaranteed number of tests to be performed by the successful Offeror. The numbers of cases provided are estimates based on actual usage in fiscal years 2005 through 2008 and 11 months of 2009. These numbers are only provided for use as a guide in the preparation of the financial proposal. The Department cannot give assurance that this approximate number will be achieved during the Contract period or by the end of the Contract term and will only pay for actual tests performed. Upon Contract award, the Contractor will be provided a schedule for collecting specimens from each of the participating jurisdictions.

The jurisdictions not listed are not covered by the services to be provided under this RFP. Genetic testing services in these jurisdictions are contracted through their respective State's Attorney's Office.

Offerors acknowledge, in responding to this RFP, that all numbers supplied in the RFP are the estimates and shall not be interpreted as a definite quantity for contract payment.

### **3.3 Objectives**

The objective of this RFP is to enter into a contractual agreement with a laboratory to provide genetic paternity testing services in order to establish or exclude genetic paternity in child support cases by use of legally and medically acceptable testing procedures as established by the AABB (formerly American Association of Blood Banks) and as identified in Section 3.4 of this RFP.

### **3.4 Requirements**

- A. The Contractor shall perform the buccal swab test or blood draws on every case (a minimum of three (3) persons tested for each case) referred by the Jurisdiction's Establishment or Legal Unit. These are the preferred methods for specimen collection, however, in the event other similar medically acceptable techniques are to be employed, the method may be proposed after consultation with the CSEA State Project Manager written approval is provided to the Contractor. The successful Contractor is to keep the agency apprised of any new methods that may be used for genetic specimen collection.
- B. All testing performed by the Contractor shall be sufficiently extensive to exclude 99% of the population determined not to be the biological father.
- C. The Contractor's laboratory shall adhere to the Standards for Paternity Testing Laboratories published by the AABB.
- D. The Contractor shall provide for the collection of specimens by a qualified

Phlebotomist or technician, certified by the National Phlebotomy Association or other comparable association, at the specimen collection site/room identified by each local child support enforcement office served under this contract (see **Attachment J**).

- E. The Contractor shall provide all supplies necessary for the collection, tampering preservation, preparation, and shipment of specimens in a manner that will preclude contamination or substitution of specimens, and ensure the integrity of the specimens.
- F. The Contractor shall test children as soon as medically feasible without imposing a minimum age requirement.
- G. The Contractor shall provide for the overnight delivery of specimens from collection facilities to the genetic testing laboratory and document the chain of custody of said specimens.
- H. The Contractor shall provide all equipment needed to make sure all clients are properly identified. The Contractor shall photograph each individual who appears for testing (mother, father, and child) and require at least one (1) photo identification from each person tested, except the child tested. A Maryland driver's license or other Maryland photo identification card (ID) is preferred, but a government issued photo ID is acceptable. The Contractor shall consult with the Jurisdiction's Establishment or Legal Unit if identification of person being tested is unavailable.
- I. The Contractor shall provide a qualified expert witness for all contested genetic cases heard in court in which the Contractor's test results are being used as evidence, with all related expenses included in the fixed price quoted. Within two weeks of a written request by the Contract Manager, the Genetic Testing Contractor shall provide the Department with the appropriate litigation package for contested positive results. Whenever requested in writing by the Department, the Genetic Testing Contractor shall make laboratory personnel available to provide a deposition or testimony and documentation as required in support of any administrative and/or court actions. The laboratory personnel shall be required to provide the deposition or testimony by telephone, video conferencing or through sworn affidavit, as specified by the State. No person provided for deposition or testimony shall have been convicted of perjury or any felony crime.

Historically, the Department has not been required to provide expert witness testimony during a court proceeding. The historical reference provided is not to be construed as a guarantee or an indication of what may occur under the duration of this Contract. For the purpose of this procurement, an expert witness is one who has a M.D. or Ph.D. in a science involved with the study of genetic testing and genetic evaluation or in a genetic/biochemistry field or one who has a minimum of two (2) years recent experience as an expert witness in the application of genetic testing in genetic evaluation.

Preparation time for any approved personnel providing testimony shall be factored into the Contractor's Proposal within the fully loaded hourly rate for expert testimony line (**Proposal Price Sheet Table II**). When this service is requested by the State, reasonable documentation for the nature and rationale for the preparation by each approved person shall be submitted to the Contract Manager.

Reimbursement for travel costs or travel time will not be allowed and only the actual hours of testimony may be billed.

- J. Prior to diverting the contractor's project manager to assignments other than this project, the Contractor shall notify the Department of its intent at least thirty (30) calendar days in advance, if feasible, and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the project. The Contractor shall make no diversion of key personnel without the written consent of the Department. Replacement of key personnel who leave employment of the Contractor shall be with personnel of equal or greater ability, qualifications, and experience.
- K. Expert witnesses shall be available to give testimony, depositions, or consultation as required. The expert witnesses shall be available to give testimony, depositions, or consultation for interstate as for intrastate cases at the contracted price. In the event that expert witness appearance is required for out-of-state cases, the Contractor will be responsible for any additional costs associated with out-of-state travel. The CSEA State Project Manager or local liaison will provide advance notice of any court case requiring expert witness testimony, when possible.
- L. The Contractor shall provide test results to the respective Jurisdiction in a notarized report that contains at minimum the information on **Attachment M** within fourteen (14) calendar days from the date that the last specimen was collected by the Contractor. If extended testing is required, the Contractor shall notify the jurisdiction, in writing, of the circumstances surrounding the need to perform the extended testing.
- M. The Contractor shall provide testing to the extent possible, even if specimens from all parties are not available, and shall provide results and/or conclusions for those tests including probability of genetic paternity after receiving prior approval from the jurisdiction.
- N. The Contractor shall provide a clear and monthly summary statement that contains at minimum the information on **Attachment M** of all work completed to each Jurisdiction Liaison. This report is due no later than the 15<sup>th</sup> day of the month following the month in which services were provided.

- O. Payment will be made for a new test on cases where there is more than one alleged father and the tests are performed sequentially (i.e. after one alleged father is excluded, the Jurisdiction sends in another alleged father to be tested with the mother and child). Payment will not be made for any additional tests on cases when there is more than one alleged father and the tests are performed simultaneously (i.e. at the same time as the mother, child and other alleged father(s)).
- P. The Contractor shall not charge a “collection fee” or “no-show fee” in the event a client does not show up at the scheduled time and place for the specimen collection.
- Q. The Contractor shall assume all costs if a recollection of specimens is necessary due to negligence or malfeasance of the Contractor or the Contractor’s employees.

### **3.5 Transition Period**

At the end of this contract, the Contractor will comply with the following with regard to limiting services provided and transferring responsibility to a new Contractor:

- A. The transition out period shall begin thirty (30) days prior to the last day of the contract.
- B. During the transition period, the Contractor shall perform genetic paternity testing on all cases referred from local child support entities and received by the Contractor before the transition period begins. No new cases shall be referred to the genetic testing contractor once the transition period has started.
- C. Testing of specimens and other related services (e.g. expert witness testimony and submission of test findings) shall continue in the same manner during the transition period that was used during the contract term as identified in Section 3.4 of this RFP.
- D. On the last day of the transition period, the Contractor shall notify the CSEA Project Manager of the names and jurisdiction of the individuals for which specimens remain that have been collected and for which testing has not been completed. The Contractor shall destroy specimens for which results have not been provided upon written authorization of the CSEA State Project Manager.

### **3.6     Deliverables**

- A. The genetic testing laboratory shall provide tests as specified above in Section 3.4 Requirements of this RFP.
- B. The genetic testing laboratory shall report the results of each test in writing within fourteen (14) calendar days of obtaining test results to the requesting Jurisdiction liaison. The report shall contain at a minimum the following information:
  - 1. Name
  - 2. Social security number of each person tested
  - 3. Type of test(s) performed with results
  - 4. Signature of the laboratory administrator or laboratory expert who has the authority and responsibility for ensuring that the results submitted by the laboratory are correct
  - 5. Notarization
- C. The Contractor shall provide a monthly-summarized statement of all work completed, by Jurisdiction, to each Jurisdiction Liaison and the State Project Manager. This summary report shall be submitted to the CSEA State Project Manager by the 15<sup>th</sup> of each month for the preceding month. For example, the CSEA State Project Manager shall receive the September 2008 report no later than October 15, 2008 and so on. (See Section 3.4.N. Requirements)
- D. The genetic testing laboratory shall submit accurate and detailed monthly invoices that include name of and cost for each individual provided service, by Jurisdiction, to each Jurisdiction Liaison, as identified by CSEA no later than the 15<sup>th</sup> of each month after the preceding month when tests were completed. (See Section 3.4.N. Requirements)
- E. The genetic testing laboratory shall provide annual statewide fiscal period reports that summarize services provided for this contract that cover each State fiscal period (July 1 – June 30 of each year). This annual report is due within forty-five (45) days after the end of the fiscal year (no later than August 15 of each year).
- F. The Contractor shall provide updated certification and accreditation verification at least annually and the end of each fiscal year.

Failure to submit required reports/information within timeframes identified may result in termination of any Contract awarded through this RFP or reduction/withholding of contract payment as identified in Section 2.22 of this RFP. Final invoice payment is contingent upon receipt of all deliverables identified above.



### **3.7 Contractor's Project Manager**

The Contractor shall designate an individual to serve as the Contractor's Project Manager. The Contractor's Project Manager shall be available to discuss the day-to-day operations of the project as well as attend any meetings pertaining to the same. Meeting dates, times and location(s) will be provided in advance.

The person designated as the Contractor's Project Manager is considered to be Key Personnel. All Key Personnel identified in the Offeror's Proposal are considered to be essential to the work being performed under this RFP. Prior to diverting any of the specified individuals to assignments other than this project, the Contractor selected shall notify the Department of its intent in writing at least thirty (30) days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the project. No diversion shall be made by the Contractor without the written consent of the Department. Replacement of any personnel, including personnel who leave the employment of the Contractor, shall be with personnel of equal ability, qualifications and experience.

### **3.8 Post-Award Orientation Conference**

Within two weeks after BPW approval, the State's Project Manager (person named in Section 1.8), the Contractor and/or the Contractor's Project Manager, and any other State or Contractor staff deemed appropriate shall attend a Post-Award Orientation Conference. The purpose of the Post-Award Orientation Conference is to discuss service delivery, invoice processing, monitoring and other Contract terms and conditions. The date, time and location of the Post-Award Orientation Conference will be indicated to the successful contractor.

## SECTION IV. REQUIREMENTS FOR PROPOSAL PREPARATION

### 4.1 Transmittal Letter

A transmittal letter prepared on the Offeror's business stationery shall accompany the Proposal. The purpose of this letter is to transmit the Proposal; therefore, it should be brief. The letter shall contain the title of the solicitation, include the Offeror's name, federal tax identification or social security number, *eMaryland Marketplace* identification number and address, and shall be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the Proposal. The letter shall also acknowledge any addenda to the RFP that were received. **An Offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted as an attachment to the transmittal letter. A Proposal that takes exception to these terms may be rejected.**

### 4.2 Two Volume Submission

The selection procedure for this procurement requires that the technical evaluation and ranking of the Proposals be completed before the Financial Proposals are distributed to the Evaluation Committee. Consequently, each Proposal shall be submitted as two (2) separate enclosures as indicated in Sections 4.3 (Volume I – Technical Proposal) and 4.4 (Volume II – Financial Proposal).

### 4.3 Volume 1 - Technical

The technical volume shall be prepared in a clear and precise manner. It shall address all appropriate points of this RFP except the price information and all pages shall be consecutively numbered. This volume shall contain the following sections:

#### A. Proposed Service:

This section shall contain a definitive description of the Offeror's proposed plan to achieve the objectives and requirements of the RFP. This section shall also contain **Compliance with RFP Specifications (Section III)** and shall be prepared in the same sequence as the Specifications Section of this RFP. The Proposal shall include a detailed work plan. The Offeror's work plan shall describe how the proposed services or product will satisfy the State requirements or conditions. Any special equipment requirements or approaches shall also be explained in this section.

**B. Qualifications:**

The description of the Offeror's qualifications shall clearly show the following:

1. Related experience
2. Professional competency
3. Accreditation by the AABB (formerly known as American Association of Blood Banks')
4. The most recent certified annual report or statement of financial condition must be included in the proposal submitted to demonstrate the Offeror's financial stability.
5. Offeror's ability to meet the desired schedule.

**C. Understanding the Problem:**

This section shall contain the Offeror's analysis of the environment in which the proposed work or solution will be implemented.

**D. Personnel:**

This section shall include job descriptions for the personnel who are to be assigned to this project if the Offeror is awarded the Contract. Indicate the role or assignment that each individual is to have in this project. A copy of the individual resumes of the Key Personnel identified in the Offeror's Proposal shall also be submitted with the Proposal as they are considered essential to the work being performed under this RFP. Prior to diverting any of the Key Personnel identified to assignments other than this project, the Contractor selected shall notify the Department of its intent at least thirty (30) days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the project. No diversion shall be made by the Contractor without the written consent of the Department. Replacement of any personnel, including personnel who leave the employment of the Contractor, shall be with personnel of equal ability, qualifications and experience.

**E. References:**

The Offeror shall supply three (3) professional references. Reference letters can be sent directly to the Procurement Officer from the reference source, or submitted by the reference source directly to the Offeror in a separately sealed envelope for inclusion with the Offeror's Proposal. Reference letters should include the solicitation number, Offeror's name and speak to the Offeror's qualifications, character, service provided, performance, etc. The references shall

be current. Identify the name of each reference, point of contact, and telephone number. The State shall have the right to contact any reference of its choosing as part of the evaluation process, including references not provided by the Offeror but otherwise known by the Department. The State will notify the Offeror of any references contacted who were not identified by the Offeror.

As part of its offer, each Offeror is to provide a list of all Contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified Contract, the Offeror is to provide:

- The State contracting entity
- A brief description of the services/goods provided
- The dollar value of the Contract
- The term of the Contract
- The State employee contact person (name, title, telephone number and if possible e-mail address)
- Whether the Contract was terminated before the end of the term specified in the original Contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State Contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

**F. Financial Responsibility and Stability:**

This section shall contain information to show that the Offeror has the capacity in all respects to perform fully the Contract requirements and the fiscal integrity and reliability to assure good faith performance. Information that can be used to demonstrate requisite responsibility and stability may include but are not limited to, one or all of the following:

- a) Audited financial statements (for Offeror only) for the past three years,
- b) Dunn and Bradstreet report and rating,
- c) Line of Credit from a Financial Institution approved by the State Treasurer, or
- d) Evidence of adequate working capital.

In addition, the Offeror shall describe any docketed or adjudicated civil or criminal litigation that could have a financial impact on the company.

All financial information that is not otherwise publicly available, received in response to this section will be maintained as confidential information releasable only to those evaluating the technical Proposal. Other than the Procurement Officer, persons who will be given access to this information for evaluation purposes will have signed a Confidentiality Statement.

**G. Economic Benefits to the State of Maryland:**

Each Proposal submitted in response to this Solicitation shall describe the benefits that will accrue to the Maryland economy as a direct result of the Offeror's performance of the Contract resulting from this solicitation. **DO NOT INCLUDE ANY DETAIL OF THE FINANCIAL PROPOSAL WITH THIS TECHNICAL INFORMATION. DO NOT INCLUDE ACTUAL DOLLAR AMOUNTS, USE PERCENTAGES ONLY.** Economic benefits include:

1. The estimated percentage of Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers, and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
2. The estimated numbers and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification, and the aggregate payroll percentage to which the Contractor has committed at both prime and, if applicable, subcontract levels.
3. Tax revenues to be generated for Maryland and its political subdivisions as a result of this Contract. Indicate tax category (sales tax, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract.
4. The estimated percentage of subcontract dollars committed to Maryland small business and MBEs.
5. The Offeror shall explain any other economic benefits to the State of Maryland that would result from the Offeror's Proposal.

**H. Additional Information:**

This section, which is optional, should include any additional information the Offeror deems relevant to this procurement as well as any information that meets the satisfaction of the State's objectives.

**I. Company Literature:**

If company literature or other material is intended to respond to any RFP requirements, it must be included in this section and the Offeror's responses in previous sections of the Proposal must include reference to the documents by name and page citation. Proposals submitted without these references and citations will be considered complete without need to refer to documents in this section for the Offeror's responses to RFP requirements.

**J. Forms:**

1. Bid/Proposal Affidavit – Attachment B
2. Certification Regarding Lobbying - Attachment F
3. Living Wage: Affidavit of Agreement – Attachment G

**4.4 Volume II - Financial**

This volume should contain all price information for all services and products proposed. This volume must contain the following sections:

Pricing Proposal – **Attachment A**

**Living Wage**

The Contractor shall be compliant with the requirements of Section 2.32 of the RFP and use the labor rates established at the time of submission of the Proposal (**see Attachment G**).

## **SECTION V. EVALUATION PROCEDURES**

### **5.1 Evaluation Committee**

All Offerors' Proposals received by the closing deadline will be evaluated by an Evaluation Committee established by the requesting State organization. The Committee may request additional technical assistance from any source.

Proposals will not be opened publicly, but will be opened in the presence of at least two State employees. Proposals shall be held in a secure place until the established due date. After the established due date, a Register of Proposals shall be prepared that identifies each Offeror. The Register of Proposals shall be open to public inspection after award of the Contract. Proposals shall be shown only to members of the Evaluation Committee or State employees having a legitimate interest in them.

### **5.2 Reciprocal Preferences**

The provisions of State Finance and Procurement Law Section 14-401 and COMAR 21.05.01.04 shall apply to this solicitation.

Although Maryland law does not authorize procuring agencies to favor resident offerors in awarding procurement Contracts, many other states do grant their resident businesses preferences over Maryland Contractors as described in COMAR 21.05.01.04. A resident business preference will be given if a responsible Offeror whose principal office or principal base of operations is in another State submits the most advantageous offer, and the State in which the non-resident's principal operations through which it would provide the goods or services, gives a preference to its residents through law, policy, or practice, and the preference does not conflict with a Federal law or grant affecting the procurement Contract. Therefore, a preference will be given to the lowest possible offeror bid from a Maryland firm over that of a nonresident firm if the State in which the nonresident firm is located gives a resident business preference. Where such a resident business preference is provided, the preference shall be the same as that provided by the State in which the nonresident business is located.

A nonresident offeror submitting a Proposal for a State project shall attach to the Proposal a copy of any current statute, resolution, policy, procedure or executive order of the offeror resident State that pertains to that State's treatment of nonresident offerors.

### **5.3 Qualifying Proposals**

Qualifying Proposals are those Proposals received from responsible Offerors that are initially classified by the Procurement Officer as reasonably susceptible of being selected for award. Vendors whose technical Proposals are not accepted will be

notified in writing and the financial Proposal will be returned unopened.

#### **5.4 Technical Evaluation**

The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without prior discussions or negotiations. The Evaluation Committee will rank the Proposals according to the criteria established in Section 5.5. No price data should be provided in the technical Proposal. During this technical evaluation phase, the Procurement Officer shall reserve the right to enter into discussions with vendors. If discussions are held, all Offerors who are initially classified as reasonably susceptible of being selected for award, or potentially so, will be given an equal opportunity for discussion.

Those Proposals determined at any time to be not reasonably susceptible of being selected for award or Offerors determined to be not responsible will be dropped from further consideration in the awarding of the Contract.

#### **RESPONSIBILITY**

##### **A. General**

1. The procurement regulations in Title 21 of the Code of Maryland Regulations (COMAR) define a “responsible” Offeror as one “...who has the capability in all respects to perform fully the Contract requirements, and the integrity and reliability which shall assure good faith performance.”
2. COMAR, Title 21, also requires that the Procurement Officer determine before awarding a Contract to an Offeror whether the Offeror is responsible. The determination of responsibility is based on the subjective judgment of the Procurement Officer about whether the Offeror meets the definition of a “responsible” Offeror.
3. In addition, the unreasonable failure of an Offeror to supply information promptly in connection with the determination of responsibility shall be grounds for a determination that the Offeror is not responsible.

#### **DISCUSSIONS**

The State may award a Contract from this solicitation without discussion with any offering vendor. The Department reserves the right to discuss and negotiate with qualified or potentially qualified Offerors, i.e., Offerors which appear to be responsible at the time discussions and negotiations are conducted and whose Proposals are initially judged to be reasonably susceptible of being selected for award. Discussions or negotiations will be conducted with all Offerors which have not previously been eliminated. The



Department, however, is not obligated to conduct any discussions or negotiations. Each Offeror should be aware that the Department can select a Proposal without first discussing the matter with the selected Offeror.

## **5.5 Criteria for Technical Evaluation**

The criteria that will be used by the Committee for the technical evaluation of the Proposals for this specific procurement are listed below in descending order of importance. Technical Proposals will be ranked according to the following major criteria:

### **Evaluation Criteria**

- A. Proposed Services – Section 4.3 A**
- B. Qualifications – Section 4.3 B**
- C. Understanding the Problem – Section 4.3 C**
- D. Personnel – Section 4.3 D**
- E. References – Section 4.3 E**
- F. Financial Responsibility and Stability – Section 4.3 F**
- G. Economic Benefit to the State – Section 4.3 G**

## **5.6 Financial Evaluation**

The separate price volume of each qualifying Proposal will be distributed to the Evaluation Committee for all Proposals deemed reasonably susceptible of being selected for award following the completion of the technical evaluation. The Committee will determine the total contract price, including option periods, of each Proposal in order to establish a financial ranking of the Proposals, from lowest to highest price (as submitted on Attachment A—Pricing Proposal).

## **5.7 Best and Final Offers**

When it is deemed in the best interest of the State, the Procurement Officer may permit qualified Offerors to revise their initial Financial Proposal by submitting a Best and Final Offer (BAFO). The Procurement Officer shall notify each qualified Offeror of the scope of the requested Best and Final Offer, and shall establish a date and time for their submission. The Procurement Officer may require more than one series of Best and Final Offers and discussions if the agency head or designee makes a determination that it is in the State's best interest to do so. If more than one Best and Final Offer is requested, an Offeror's immediate previous offer shall be

construed as its best and final offer unless the Offeror submits a timely notice of withdrawal or another Best and Final Offer. The Procurement Officer may consult with and seek the recommendation of the Evaluation Committee during the Best and Final Offer process.

The State reserves the right to award the Contract without issuing a BAFO if it is determined to be in the best interest of the State.

#### **5.8 Debriefing of Unsuccessful Offerors**

Unsuccessful Offerors shall be debriefed upon their written request, provided the request is made within a reasonable period of time after receiving notice of not being recommended for award from the procurement officer. Requests for debriefings shall be honored by the Department at the earliest feasible time after the request is received. Debriefings shall be held in accordance with COMAR 21.05.03.06.

#### **5.9 Final Evaluation and Recommendation for Award**

Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the Contract(s) to the responsible Offeror(s) whose Proposal is determined to be the most advantageous to the State considering technical evaluation factors and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical factors will be given greater weight than price factors.

Contract award, if any, resulting from the RFP is subject to appropriate State approvals. Awards exceeding \$200,000 require approval of the State Board of Public Works.

## SECTION VI. APPENDICES

Attachment A	Pricing Proposals (to be completed by Offeror and returned with Proposal)
Attachment B	Bid Proposal Affidavit (complete and submit with Proposal)
Attachment C	Contract Affidavit (to be completed by successful Offeror only, upon notification of selection)
Attachment D	Contract (sample only)
Attachment E	Electronic Funds Transfer (form COT/GAD X-10) (mandatory for all Contracts expected to exceed \$200,000 - includes base + options years – <u>if a new registrant</u> submit to the Comptroller's Office upon notification of selection for award)
Attachment F	Certification Regarding Lobbying (mandatory for procurements where Federal funds are used totaling \$25,000 or more)
Attachment G	Living Wage: Affidavit of Agreement
Attachment H	Hiring Agreement (submitted within 10 working days after notification of apparent award, if applicable)
Attachment I	State Holidays for 2010
Attachment J	Jurisdictions Served/Contact List
Attachment K	Number of Tests Performed by Jurisdiction
Attachment L	Individual Report – Sample
Attachment M	Monthly Summary Report - Sample